



Patent
Attorney Docket: 612,404-381
(prev. 266/185)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:

CARL F. EDMAN et al

Serial No.: 09/974,685

Filed: October 9, 2001

For: ELECTRONICALLY MEDIATED
NUCLEIC ACID AMPLIFICATION IN
NASBA

Group Art Unit: 1637

Examiner: JOYCE TUNG

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, David P. Dalke, represent that I am an attorney of record for the above-identified application. The NANOGEN/BECTON DICKINSON PARTNERSHIP (hereinafter referred to as "the PARTNERSHIP") is the owner of 100% interest in the above-identified invention by virtue of assignment from the inventors in the parent application, U.S. Application Serial No. 09/290,338, filed April 12, 1999, now U.S. Patent No. 6,326,173. The assignment from the inventors to the PARTNERSHIP was recorded in the Patent and Trademark Office on April 12, 1999, on Reel 9892, Frames 0314-0318.

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CERTIFICATE OF MAILING
(37 C.F.R. §1.8a)

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The PARTNERSHIP hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of U.S. Patent No. 6,326,173. Moreover, the PARTNERSHIP hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,326,173, this agreement to run with any patent granted on the above-identified application and to be binding upon the PARTNERSHIP, its successor, or assigns.

The PARTNERSHIP does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory terms of U.S. Patent No. 6,326,173 in the event that one or both patents later expire for failure to pay a maintenance fee, is/are held unenforceable, is/are found invalid, is/are statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.312(a), has/have all claims canceled by a reexamination certificate, or is/are otherwise terminated prior to expiration of their statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

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Enclosed herewith is a check for the amount of \$110.00 for the requisite fee. If any additional fees are necessitated by the filing of this document, please charge Deposit Account No. 50-2862.

Respectfully submitted,

O'MELVENY & MYERS LLP

Dated: May 13, 2005

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